

The SECOND DEED OF TRUST amended hereby secures certain indebtedness to be used for Commercial Purposes. The aggregate maximum principal amount secured by the Deed of Trust as amended hereby is \$37,000,000.

SECOND AMENDMENT TO SECOND DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

BY

GREEN VALLEY HOLDING, INC.,

as Grantor,

TO

SHERRI T. DAVIS,
as Trustee for the benefit of

THE BANK OF NEW YORK MELLON,

as Second Lien Collateral Agent,

Beneficiary

Dated as of July 1, 2008
Relating to Premises in:
Olive Branch, Mississippi

This instrument was prepared by,
and after recording, please return to:

Elizabeth A. Martialay
Weil, Gotshal & Manges, LLP
767 Fifth Avenue
New York, NY 10153-0119

Indexing Instructions: Section 24
Marginal Notation Twshp. 1 South Range 6 West.
Book 2,141, Page 41 and Book 2,392, Page 517
First Amendment: Book 2392 Page 604

NY12533:227011.8

Return to:
Zonia N. Veal
First National Financial Title Services, Inc.
3237 Satellite Blvd, Bldg 300, Suite 450
Duluth, GA 30096
File No. 48267-5
770-623-3133

SECOND AMENDMENT TO SECOND DEED OF TRUST, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

KNOW ALL PERSONS BY THESE PRESENTS:

THIS SECOND AMENDMENT TO SECOND DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), dated as of July 1, 2008, is made by GREEN VALLEY HOLDING, INC., a Mississippi corporation having an office at 11170 Green Valley Drive, Olive Branch, Mississippi 38654, as grantor, assignor and debtor (in such capacities and together with any successors in such capacities, the "Grantor"), in favor of SHERRI T. DAVIS, at First National Financial Title Services, Inc., having an office at 7145 Swinnea Road, Southaven, Mississippi 38671, as Trustee under the Deed of Trust (together with any successors in such capacities, the "Trustee") for the benefit of THE BANK OF NEW YORK MELLON, having an office at 600 East Las Colinas Blvd., Suite 1300, Irving, TX 75039, in its capacity as collateral agent for the Secured Parties (as hereinafter defined), as beneficiary, assignee and secured party (in such capacities and together with any successors in such capacities, the "Beneficiary").

WITNESSETH:

WHEREAS, the Grantor executed and delivered to the Trustee for the benefit of Canadian Imperial Bank of Commerce, as predecessor in interest to the Beneficiary, a SECOND DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of December 17, 2004, recorded on January 7, 2005, in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Book 2,141, Page 41 as re-recorded January 13, 2006 in Book 2,392, Page 517 in aforesaid office (the "Original Deed of Trust"), pursuant to which the Grantor granted to Beneficiary a security interest in and upon all of the Grantor's right, title and interest in and to the Trust Property, comprised in part of the Land described on Exhibit A annexed hereto, to secure the payment and performance in full when due of the Obligations (as defined below).

WHEREAS, the Original Deed of Trust was amended by that certain FIRST AMENDMENT TO SECOND DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of November 2, 2005, recorded on January 13, 2006, in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Book 2,392, Page 604 (the "First Amendment").

WHEREAS, concurrently herewith MARIETTA INTERMEDIATE HOLDING CORPORATION, a Delaware corporation ("Borrower"), MARIETTA HOLDING CORPORATION, a Delaware corporation ("Holdings"), the Subsidiary Guarantors (as defined in the Credit Agreement defined below), the Lenders (as defined in the Credit Agreement defined below), THE BANK OF NEW YORK MELLON, as

administrative agent (in such capacity, "Administrative Agent") for the Lenders and as collateral agent (in such capacity, "Collateral Agent") for the Secured Parties, have entered into a Second Amended and Restated Second Lien Credit Agreement, dated as of June 2, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement", which term, and the Obligations and indebtedness hereafter owing thereunder or in connection therewith, shall also include and refer to any increase on or after the date hereof in the amount of the Obligations and other indebtedness owing from time to time under and in connection with the Credit Agreement).

WHEREAS, the parties hereto desire to further amend the Original Deed of Trust as set forth herein.

NOW, THEREFORE, the parties hereto hereby agree and covenant as follows:

Section 1. Defined Terms. Each capitalized term used but not otherwise defined herein shall have the meaning assigned to such term in the Deed of Trust. In addition, any reference to the "Deed of Trust" herein shall be deemed to be a reference to the Original Deed of Trust as amended by the First Amendment.

Section 2. Confirmation and Restatement. The Grantor, to induce the Beneficiary to consummate the transactions contemplated by the Credit Agreement, and in order to continue to secure the payment of the Obligations, (a) hereby confirms and restates (i) the conveyance pursuant to the Original Deed of Trust to the Trustee, in trust for the Beneficiary, of the Trust Property and (ii) the grant pursuant to the Original Deed of Trust to the Trustee, in trust for the Beneficiary or to the Beneficiary, of security title and a security interest in and upon the Trust Property and (b) hereby agrees that (i) the Deed of Trust secures the Obligations and (ii) that the Deed of Trust, as further amended hereby, secures the Obligations. Nothing contained in this Amendment shall be construed as (a) a novation of the Obligations or (b) a release or waiver of all or any portion of the conveyance to the Trustee, in trust for the Beneficiary of the Trust Property or the grant to the Trustee, in trust for the Beneficiary, of security title and a security interest in and upon the Trust Property pursuant to the Original Deed of Trust as amended by the First Amendment and hereby.

Section 3. Amendment of Deed of Trust. The Deed of Trust is hereby amended as follows:

(a) The aggregate maximum principal amount secured by the Deed of Trust, as amended hereby, is \$37,000,000.

(b) From and after the date hereof, the Collateral Agent under the Deed of Trust shall be The Bank of New York Mellon.

(c) The "Final Maturity Date" hereunder shall be December 31, 2012 or, if such date is not a Business Day, the first Business Day thereafter.

following: (d) Section 3.2 is deleted in its entirety and is replaced with the

With respect to the title to and condition of the Trust Property, and Charges with respect thereto, Grantor makes the applicable representations and warranties set forth in Article III of the Credit Agreement.

(e) Sections 3.3 and 3.4 are deleted in their entirety.

(f) Section 4.2(i), (ii) and (iii), Section 4.3, and Section 4.4 are deleted in their entirety. (For the avoidance of doubt, Section 4.2(iv) shall remain in full force and effect.)

(g) In Section 6.2, the reference to "Section 11.03 of the Credit Agreement" is replaced with "Section 10.03 of the Credit Agreement."

(h) Except for the first sentence of Section 7.1, the balance of Article VII is deleted in its entirety.

(i) The following new subsection is added to Article XI:

Section 11.16 Conflict with Credit Agreement. In the event of any conflict or inconsistency between this Deed of Trust (as the same has been or may be amended or modified from time to time) and the Credit Agreement, the Credit Agreement shall govern and control. For the avoidance of doubt, there shall be no conflict between this Deed of Trust and the Credit Agreement to the extent that one such document contains representations or covenants not contained in the other document.

(j) In Section 12.1, the phrase "Except as otherwise provided in the Credit Agreement," is added immediately before the words "With respect to each Lease, Mortgagor shall".

Section 4. Effectiveness.

This Amendment shall be effective as of the date hereof. Except as herein provided, the Deed of Trust shall remain unchanged and in full force and effect.

Section 5. Subordination.

Grantor expressly agrees that the Deed of Trust, as amended hereby, is and shall be subject and subordinate to the First Deed of Trust and all First Lien Obligations secured thereunder, including, without limitation, the New Term Loans and the

Revolving Loans after the Revolver Repayment, in accordance with the provisions of the Intercreditor Agreement.

Section 6. Miscellaneous.

(a) This Amendment relates only to the specific matters covered herein and shall not constitute a consent to or waiver or modification of any other provision, term or condition of the Deed of Trust.

(b) All terms, provisions, covenants, representations, warranties, agreements and conditions contained in the Deed of Trust shall remain in full force and effect, except as expressly provided herein.

(c) From and after the execution of this Amendment by the parties hereto, each reference in the Deed of Trust to "this Agreement", "hereof", "herein", "hereby" or words of like import shall be deemed to be a reference to the Deed of Trust as amended by this Amendment.

(d) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed as original, but all such counterparts together shall constitute but one and the same instrument.

(e) THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSISSIPPI WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR ITEM OR TYPE OF TRUST PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

(f) In the event of any conflict or inconsistency between this Amendment and the Credit Agreement, the Credit Agreement shall govern all control.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Beneficiary have on the date set forth in the acknowledgement hereto, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given, to be effective as of the date first above written.

Grantor:

GREEN VALLEY HOLDING, INC.,
a Mississippi corporation,
as Grantor

By: 

Name: Perry M. Morgan
Title: Chief Financial Officer

Beneficiary:

THE BANK OF NEW YORK MELLON,
as Collateral Agent,
as Beneficiary

By: _____

Name:
Title:

STATE OF New York)
) SS.:
 COUNTY OF New York)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of July, 2008, within my jurisdiction, the within named Rafly Morgan, duly identified before me, who acknowledged that [s]he is the CFO of Green Valley Holding, Inc., a Mississippi corporation and that for and on behalf of said corporation, and as its act and deed, [s]he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


 NOTARY PUBLIC

My Commission Expires:

 (Affix official seal)

EVAN HANNAY
 Notary Public, State of New York
 No. 01HA6174240
 Qualified in Kings County
 Commission Expires Sept. 17, 2011

IN WITNESS WHEREOF, Grantor and Beneficiary have on the date set forth in the acknowledgement hereto, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given, to be effective as of the date first above written.

Grantor:

GREEN VALLEY HOLDING, INC.,
a Mississippi corporation,
as Grantor

By: _____
Name: _____
Title: _____

Beneficiary:

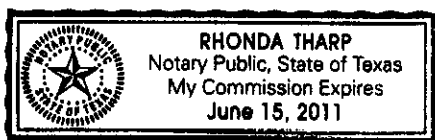
THE BANK OF NEW YORK MELLON,
as Collateral Agent,
as Beneficiary

By: 
Name: _____
Title: ROBERT D HINGSTON
VICE PRESIDENT

STATE OF Texas)
COUNTY OF Dallas) SS.:

Personally appeared before me, the undersigned authority in and for the said county and state, on this 2 day of July, 2008, within my jurisdiction, the within named Robert Hinson, duly identified before me, who acknowledged that [s]he is Vice President of The Bank of New York Mellon and that for and on behalf of said bank, and as its act and deed as collateral agent for the Secured Parties (as defined in this Amendment) and that in said representative capacity [s]he executed the above and foregoing instrument, after first having been duly authorized by said bank and the Secured Parties so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Rhonda Tharp
NOTARY PUBLIC

My Commission Expires:

June 15 2011
(Affix official seal)

Exhibit A – Legal Description

(see attached)

Legal Description

All that tract or parcel of land lying and being a part of DeSoto County, Mississippi, more particularly described as follows:

Lots 23, 24, 25, and the West 30 feet of Lot 22, Holiday Industrial Park, in Section 24, Township 1 South, Range 6 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 10, pages 10-13, and revised in Plat Book 14, pages 11-15, in the office of Chancery Clerk of DeSoto County, Mississippi, and more particularly described as: BEGINNING at a point on the South side of Green Valley Drive (an 80 foot right of way) 783 feet East of the center line of Bethel Road (a 106 right of way), said point being the Northeast corner of the subject property and being 10 feet South of a mark found on the curb; thence, South leaving Green Valley Drive, at a 90 degree angle, a distance of 479.50 feet to a point in the North right of way of a 25 foot railroad easement; thence, Westwardly at an internal angle of 90 degrees, a distance of 730 feet to a point in the East right of way Bethel Road (also known as Hacks Cross Road); thence, Northwardly at an internal angle of 90 degrees along the East right of way of Bethel Road, a distance of 439.50 feet to a point of curvature; thence along a curve to the right having a radius of 40 feet, a central angle of 90 degrees and length of curve of 62.83 feet to the point of tangency with the South right of way line of Green Valley Drive; thence Eastwardly along said right of way line 690 feet to the point of beginning.